

Agreement made this                    day of October, 1977 by

and among the Department of Public Works, in behalf of the Commonwealth of Massachusetts, hereinafter referred to as the "Department", the Economic Development and Industrial Corporation of Boston, hereinafter referred to as the "Corporation", and the Boston Redevelopment Authority, hereinafter referred to as the "Authority".

WHEREAS, the Corporation was created by Chapter 1097 of the Acts of 1971 of the Commonwealth, which authorizes the Corporation to develop economic development projects within the City of Boston, with authority to make contracts and to take property by eminent domain, all of which activities shall be in furtherance of public purposes; and

WHEREAS, the Corporation is developing the Southwest Corridor Industrial Park Project in the City of Boston with construction to take place over a site containing approximately five acres; and

WHEREAS, the Authority was created under the provisions of Chapter 121B of the General Laws which authorizes the Authority to remove blighted, open, decadent or substandard areas in the City of Boston with authority to make contracts and to take property by eminent domain; and

WHEREAS, the Authority is developing the Campus High Urban Renewal Area, Project No. Mass. R-129, and the South End Urban Renewal Area, Project No. Mass R-56, in the City of Boston; and

WHEREAS, the Department has the care, custody and control of certain lands which it took by eminent domain for the construction of a Southwest Corridor in the City of Boston, then to be a part of Interstate Route 95; and

WHEREAS, the construction of Interstate Route 95, Southwest Corridor, in the City of Boston, was halted by the declaration of a gubernatorial "moratorium" in February of 1970; and

WHEREAS, as a result of a study of the re-use of the Southwest Corridor within the City of Boston by the Department in cooperation with the Governor's Southweswt Corridor Development Coordinator, specific plans have been drawn for transit and arterial street uses of the Southwest Corridor; and

WHEREAS, it has been determined by the Governor's Southwest Corridor Development Coordinator that twelve (12) parcels of land under the control of the Department, as described below, in the vicinity of Massachusetts Avenue, Southampton Street and Hampden Street in the City of Boston, are needed by the Corporation and are contiguous to the Southwest Corridor Industrial Park Project being developed by the Corporation; and

WHEREAS, it has been determined by the Governor's Southwest Corridor Development Coordinator that nine (9) other parcels of land under the control of the Department, as described below, in the vicinity of Shawmut Avenue, Sterling Street and Warwick Street, in the City of Boston, are needed by the Authority and are located within the Campus High School and South End Urban Renewal Areas; and

WHEREAS, it has been determined by the Governor's Southwest Corridor Development Coordinator that twenty five (25) parcels of land controlled by the Authority, as described below, which are in the vicinity of Massachusetts Avenue, Columbus Avenue and streets in between, in the City of Boston, are needed by the Department for highway purposes as part of the Department's transit and arterial street re-use plans for the Southwest Corridor; and

WHEREAS, the Department has declared or will declare that these twenty-one (21) parcels of land (twelve needed by the Corporation and nine needed by the Authority) are no longer needed for highway purposes; and

WHEREAS, said twenty-one (21) parcels of land have been declared or will be declared by the Governor's Southwest Corridor Development Coordinator to be unnecessary for transit or arterial street needs; and

WHEREAS, the Authority has declared or will declare that its twenty five (25) parcels of land needed by the Department are not needed by the Authority for its Campus High School or South End Urban Renewal Projects; and

WHEREAS, the parties hereto desire to effect a transfer of said twenty-one (21) parcels from the Department to the Corporation and/or the Authority and, simultaneously, a transfer of said twenty-five (25) parcels from the Authority to the Department; and

WHEREAS, the parties have determined that said twenty-one (21) parcels of land now owned by the Department are comparable with said twenty-five (25) parcels of land now owned by the Authority; and

WHEREAS, the public interest will be well served by effecting such a simultaneous transfer by and among the parties hereto for nominal consideration; and

WHEREAS, said parcels are shown on a plan entitled "Taking and Acquisition Plan", dated October , 1977, prepared by Fay, Spofford & Thorndike Engineers, Inc., Boston, Mass., which plan consists of five (5) sheets and is hereinafter referred to as the "Plan";

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

A) The Department will cause to be prepared and executed, within ten (10) days of the execution hereof, quitclaim deeds, in accordance with G.L., c.81, §7E, necessary to transfer, for nominal consideration, in fee simple Parcels A-1, A-2, A-3, A-4, A-5, A-1E, A-E1, A-2E, A-E2, A-3E, A-4E and A-5E, all as shown on Sheet Five of the Plan, to the Corporation and Parcels 176, 178, 191, 170, 173, 234, 373, 375 and F-246, all as shown on Sheets One, Two and Four of the Plan, to the Authority. The transfer in fee of said Parcels A-1E, A-E1, A-2E, A-E2, A-3E, A-4E and A-5E, shall be subject to the reservation by the Department for its benefit and the benefit of its successors and assigns, a transportation easement for mass transit purposes.

B) The Authority will cause to be prepared and executed, within ten (10) days of the execution hereof, quitclaim deeds to transfer, in fee simple and for nominal consideration, Parcels 194, 195, 196, 199, 231, 237, 367, 174, 175, 312, 235, 162, 163, 164, F-291, X-52-1C3, X-52-1C, F-220, X-52-2C, X-42-1C, X-C1, F-206, N-S-1, N-S-3 and F-205, all as shown on Sheets One, Two, Three and Five of the Plan, to the Department.

C) The Department agrees that upon the tender by the Authority of an appropriate deed or deeds necessary to effect the transfer contemplated in Paragraph B hereof, it will accept said deed or deeds and simultaneously tender to the Authority or the Corporation, as the case may be, the appropriate deeds necessary to effect the transfers contemplated in Paragraph A hereof.

D) Upon the tender by the Department to the Authority and the Corporation of the deeds necessary to effect the transfer contemplated by Paragraph A hereof, the Authority and the Corporation will accept said deeds and the Authority will simultaneously tender the deed or deeds necessary to effect the transfer contemplated in Paragraph B hereof.

E) The Corporation agrees that the parcels to be conveyed to it by the Department will be subject to the terms and conditions of a Land Disposition Agreement to be executed by and between the Authority and the Corporation, which agreement is to govern the transfer by the Authority of other related parcels for industrial redevelopment.

F) Notwithstanding anything herein contained to the contrary, the parties specifically recognize that the Parcel N-S-3, as shown on Sheet Five of the Plan, is presently owned by the Boston Edison Company and that the Authority expects that said parcel will be acquired by the Authority by negotiation from said Boston Edison Company. Accordingly, the Authority will use its best efforts to acquire said parcel from said Boston Edison Company as soon as possible and its obligation to tender will not be deemed to be breached if title has not vested in the Authority at the time the Department tenders its deeds to the Authority and the Corporation. Nevertheless, if the Authority within sixty (60) days of the date hereof, has not acquired such title by negotiation, then the Authority, at its sole cost and expense, shall cause said Parcel N-S-3 to be taken pursuant to its power of eminent domain.

The covenant of the Authority to acquire title to Parcel N-S-3 by negotiation or the exercise of the power of eminent domain shall be a continuing obligation of the Authority. In the event that the Authority is unable to acquire said title, then it hereby agrees to indemnify and save harmless the Department from any and all expenses or costs incurred by the Department in exercising its power of eminent domain to acquire title to said parcel.

(G) Notwithstanding anything herein contained to the contrary, the parties hereto specifically recognize that portions of Parcels 194, 195, 196 and X-42-1C, which parcels are shown on Sheets One and Five of the Plan and are to be transferred to the Department by the Authority, are registered with the Land Court and the Authority agrees to execute any and all documents necessary to comply with the laws and rules and regulations regarding the transfer of title to registered land, including surveys and the preparation of subdivision plans. The Authority agrees to use its best efforts to acquire the approval of the Land Court to any necessary subdivision and, if such approval has not been received by the Authority at the time that the Department tenders its deeds to the Authority and the Corporation, the Authority will not be deemed to be in breach of its obligation to make a simultaneous tender. In the event that the Authority is not proceeding diligently in its efforts to effect the transfer of said registered parcels, the Department, after a ten (10) day written notice to the Authority, may prepare the appropriate documentation necessary to secure the approval of the Land Court to any necessary subdivision, including surveys and plans, and the reasonable cost thereof shall be the obligation of the Authority.

(H) Notwithstanding anythin herein contained to the contrary, the parties hereto specifically recognize that portions of Parcel A-5E, which parcel is shown on Sheet Five of the Plan and is to be transferred to the Corporation by the Department, are registered with the Land Court and the Department agrees to execute any and all documents necessary to comply with the laws and rules and regulations regarding the transfer of title to registered land, including surveys and the preparation of subdivision plans. The Department agrees to use its best efforts to secure the approval of the Land Court to any necessary subdivision and, if such approval has not been received by the Department at the time that the Department tenders its deeds to the Authority and the Corporation, the Department will not be deemed to be in breach of its obligation to make a simultaneous tender. In the event that the Department is not proceeding diligently in its efforts to effect the transfer of said registered parcel the Corporation, after a ten (10) day written notice to the Department, may prepare the appropriate documentation necessary to secure the approval of the Land Court to any necessary subdivision, including surveys and plans, and the reasonable cost thereof shall be the obligation of the Department.

(I) Each of the parties hereto represents and warrants that it is duly authorized to execute this agreement and to perform each of the obligations described herein and to perform any and all acts which may be reasonably necessary or appropriate to accomplish the purposed hereof.

Furthermore, recognizing that the implementation of the provisions herein with respect to various actions of the parties hereto

may require the execution of supplemental documents, the precise nature of which cannot now be anticipated, each of the parties agrees to assent to, execute and deliver any and all other documents which may reasonably required by counsel for the parties herto so long as said documents are consistent with the terms and provisions herein, shall not impose additional obligations on any party, shall not deprive any party of the rights herein granted to it and shall be in futherance of the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the day and year first set forth above.

MASSACHUSETTS DEPARTMENT OF  
PUBLIC WORKS

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COMMISSIONER

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ASSOCIATE COMMISSIONER

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ASSOCIATE COMMISSIONER

Approved as to form:

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ASSOCIATE COMMISSIONER

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CHIEF COUNSEL,  
DEPARTMENT

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ASSOCIATE COMMISSIONER

Approved as to form:

ECONOMIC DEVELOPMENT AND INDUSTRIAL  
INDUSTRIAL CORPORATION OF BOSTON

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COUNSEL,  
CORPORATION

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EXECUTIVE DIRECTOR

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

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CHIEF GENERAL  
COUNSEL

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DIRECTOR

Agreement made this day of October, 1977, by and  
between the Boston Redevelopment Authority, hereinafter referred to as  
the AUTHORITY, and the Boston Edison Company, hereinafter referred to as  
the COMPANY.

WHEREAS, the AUTHORITY was created under the provisions of Chapter 121B of the General Laws which authorizes the AUTHORITY to remove blighted open, decadent or substandard areas in the City of Boston, with authority to make contracts and to take by eminent domain; and

WHEREAS, the AUTHORITY is coordinating its efforts with the Massachusetts Department of Public Works and the Economic Development and Industrial Corporation of Boston to effect the terms and conditions of the development of its South End Urban Renewal Project Area, No. Mass. R-56; and

WHEREAS, the parcels to be transferred under this Agreement are shown on a plan entitled "Plan of Land in Boston, Delivery Parcel of South End Urban Renewal Area Project No. Mass. R-56" prepared by Fay, Spofford & Thorndike Engineers, Inc., Boston, Massachusetts, which plan was prepared in conformity with the rules and regulations of the Registrars of Deeds of the Commonwealth of Massachusetts, herein after referred to as the PLAN; and

WHEREAS, it is necessary and desirable that the AUTHORITY own Parcel A, presently owned by the COMPANY, which parcel, as shown on the Plan, contains approximately six thousand one hundred and fifty-two (6,152) square feet, for the purpose of developing a public way; and

WHEREAS, it is necessary and desirable that the COMPANY own Parcel C, presently owned by the AUTHORITY, which parcel, as shown on the Plan, contains approximately six thousand one hundred and sixty-nine (6,169) square feet, for the purpose of constructing a substation; and

WHEREAS, because of the proximity of Parcel A to Parcel C and because of the similarity in size of said parcels, the parties hereto have determined that said parcels are comparable and that the transfer of said parcels should be for nominal consideration;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

(A) The COMPANY will cause to be prepared and executed, within ten (10) days from the execution hereof, a quitclaim deed transferring for nominal consideration and in fee simple Parcel A, as shown on the PLAN, to the AUTHORITY.

(B) The AUTHORITY will cause to be prepared and executed, within ten (10) days from the execution hereof, a quitclaim deed transferring in fee simple and for nominal consideration Parcel C, as shown on the PLAN, to the COMPANY.

(C) Notwithstanding anything herein contained to the contrary, the parties hereto specifically recognize that a portion of Parcel C, which parcel is shown on the PLAN and is to be transferred by the AUTHORITY to the COMPANY, is registered with the Land Court and the AUTHORITY agrees to execute any and all documents necessary to comply with the laws and rules and regulations regarding the transfer of title

to registered land, including surveys and the preparation of subdivision plans. The AUTHORITY agrees to use its best efforts to acquire the approval of the Land Court to any necessary subdivision and, if such approval has not been received by the AUTHORITY at the time the COMPANY tenders its deed to the AUTHORITY, the AUTHORITY will not be deemed to be in breach of its obligation to make a simultaneous tender. In the event that the AUTHORITY is not proceeding diligently in its efforts to effect the transfer of said registered portion of Parcel C, the COMPANY, after a ten (10) day written notice to the AUTHORITY, may prepare the appropriate documentation necessary to secure the approval of the Land Court to any necessary subdivision, including surveys and plans, and the reasonable cost thereof shall be the obligation of the AUTHORITY.

(D) Each of the parties hereto represents and warrants that it is duly authorized to execute this Agreement and to perform each of the obligations described and to perform any and all acts which may be reasonably necessary or appropriate to accomplish the purposes hereof.

Furthermore, recognizing that the implementation of the provisions herein with respect to various actions of the parties hereto may require the execution of supplemental documents, the precise nature of which cannot now be anticipated, each of the parties agrees to assent to, execute and deliver any and all other documents which may be reasonably required by counsel for the parties hereto so long as said documents are consistent with the terms and provisions herein, shall not impose additional obligations on any party, shall not deprive any party of the rights herein granted to it and shall be in furtherance of the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands  
and seals on the day and year first set forth above.

Approved as to form:

# BOSTON REDEVELOPMENT AUTHORITY

**CHIEF GENERAL COUNSEL**

**DIRECTOR**

## BOSTON EDISON COMPANY

By

Its thereunto  
duly authorized

October 27, 1977

## MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT F. WALSH, DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA: FINAL DESIGNATION  
OF ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION  
PARCEL X-42 AND RELATED PARCELS

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On April 17, 1975, the Authority authorized the execution of a Cooperation Agreement by and among the Authority, the Economic Development and Industrial Corporation ("EDIC"), the Community Development Corporation of Boston, Inc. ("CDC"), the Massachusetts Department of Public Works ("DPW") and the Governor's Southwest Corridor Development Coordinator. The purpose of this agreement was to coordinate various governmental and private efforts to redevelop the so-called Southwest Corridor for commercial, industrial and housing uses.

Pursuant to the spirit of the Cooperation Agreement, the staffs of the various public agencies have reviewed the area in detail in order to ascertain the highest and best use of the corridor. On November 4, 1976, the Authority tentatively designated EDIC as the redeveloper of Parcels X-52 and X-42. On June 9, 1977, the Authority finally designated EDIC as the redeveloper of Parcel X-52-1 and, further, certified the fair reuse value for Parcels X-52 and X-42.

In order to create an integrated development parcel and to dedicate adjacent areas for necessary street purposes, it is now appropriate for the Authority to execute certain agreements with EDIC, DPW and the Boston Edison Company. The substance of these agreements are as follows:

(A.) An agreement by and among the Authority, EDIC and DPW, by which the Authority will transfer, for nominal consideration, twenty-five (25) parcels of land in the South End and Campus High School Urban Renewal Areas to the DPW for highway purposes. These parcels contain approximately One Hundred and Eight Thousand and Thirty Two (108,032) square feet. The DPW will transfer, for nominal consideration, twenty-one parcels of land to the Authority or EDIC for redevelopment purposes. These parcels

contain approximately One Hundred and Nineteen Thousand, Two Hundred and Seventy (119,270) square feet.

(B.) An agreement by and between the Authority and Boston Eidson Company by which the Authority will transfer, for nominal consideration, a parcel of land containing approximately Six Thousand One Hundred and Sixty Nine (6,169) square feet to Edison and will receive title from Edison to a parcel of land containing Six Thousand One Hundred and Fifty Two (6,152) square feet. These parcels are comparable and the proposed transfer is necessary ~~and appropriate~~ to permit the construction of Relocated Hampden Street

(C.) A Land Disposition Agreement, in the Authority's usual form, to transfer title, for the already approved reuse value, to Parcels X-52-1, X-52-2, X-42, X-52-1E-2, X-52-1E1 and N-S-2B, to EDIC so as to permit the redevelopment of this integrated parcel for industrial reuse. EDIC is prepared to lease the disposition parcel for immediate use.

It should be noted that on September 26, 1974, the Authority tentatively designated John Semper as the redeveloper of Parcel X-52A, which parcel is included within the parcels recommended for conveyance to EDIC. The obvious effect of finally designating EDIC as redeveloper in accordance with this memorandum is to terminate Mr. Semper's rights as redeveloper. However, the staff has worked with Mr. Semper and it is expected that a comparable parcel under the control of the Authority and the City will be available for his needs. In addition, he remains eligible for relocation benefits.

The effect of the conveyance of twenty-five (25) sliver parcels to the DPW is necessary to permit the construction of the proposed Crosstown Street, at an approximate cost of Ten Million (\$10,000,000.00) Dollars to be funded in its entirety by the Urban Systems Program. Upon the completion of said crosstown street, the same twenty-five (25) parcels, together with all the other land previously acquired by the DPW, which other land totals approximately 1,325,000 square feet of land, will have been conveyed and dedicated to the City of Boston. The proposed conveyance of twenty-one (21) parcels to the Authority and EDIC are necessary to create redevelopment parcels for industrial and residential uses. Ultimately, each parcel in question will be owned by the City, the Authority, or EDIC.

In order to effect the purposes of the Cooperation Agreement and to implement the Authority's redevelopment objectives, it is recommended that the Authority authorize the Director to execute the proposed agreement and to finally designate EDIC as the redeveloper of the parcels hereinbefore enumerated.

Appropriate votes and resolution follows:

VOTED: That the Director be and is hereby authorized to execute an agreement by and among the Authority, the Massachusetts Department of Public Works ("DPW") and the Economic Development and Industrial Corporation ("EDIC"), whereby the Authority will agree to transfer, for nominal consideration, title to twenty-five (25) parcels of land in the South End and Campus High School Urban Renewal Areas to the DPW for highway purposes and the DPW will agree to transfer, for nominal consideration, title to twenty-one (21) parcels of land to the Authority and EDIC for redevelopment purposes. Said agreement is to be in substantially the form of the document attached hereto.

VOTED: That the Director be and is hereby authorized to execute an agreement by and between the Authority and the Boston Edison Company whereby the Authority will agree to transfer, for nominal consideration, title to a certain parcel of land on Albany Street, consisting of approximately Six Thousand One Hundred and Sixty Nine (6,169) square feet, to Edison and Edison will agree to transfer, for nominal consideration, title to a certain parcel of land on Albany Street, consisting of approximately Six Thousand One Hundred and Fifty Two (6,152) square feet to Edison. Said agreement is to be in substantially the form of the document attached hereto.